

THE HON. JAMAL N. WHITEHEAD

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

IN RE VALVE ANTITRUST LITIGATION

No. 2:21-cv-00563-JNW

**PLAINTIFF RYAN LALLY'S
MOTION FOR SANCTIONS**

This filing relates to:

NOTE DATE: JULY 2, 2025

ALL ACTIONS

Plaintiff Ryan Lally respectfully moves this Court for immediate and meaningful relief in response to Defendant Valve Corp.'s willful refusal to comply with the Court's order compelling arbitration and its ongoing bad faith obstruction of the arbitration process. Valve's conduct—refusing to pay required AAA arbitration fees, unilaterally altering its arbitration agreement mid-proceeding, and effectively denying thousands of consumers any forum for redress—demonstrates a pattern of calculated defiance that undermines both the Federal Arbitration Act and the authority of this Court.

1 This relief is necessary to restore the parties to the position contemplated by the Court’s
 2 original order, to prevent further prejudice to Plaintiff and the legions of arbitration claimants,
 3 and to deter Valve and similarly situated parties from engaging in comparable obstructionist
 4 tactics in the future. Permitting Valve to evade arbitration obligations through non-payment
 5 would not only prejudice the claimants in this case but would also send a dangerous signal to
 6 other corporate defendants that they may disregard arbitration agreements and court orders with
 7 impunity.

8 **FACTUAL BACKGROUND**

9 The first antitrust consumer class action against Valve was filed in January 2021. *Colvin*
 10 *v. Valve Corp.*, No. 2:21-cv-00650-JCC (W.D. Wash.). Shortly thereafter, several game
 11 developers filed class actions making similar claims. *Wolfire Games v. Valve Corp.*, No. 2:21-cv-
 12 00563-JCC (W.D. Wash.). The two cases were consolidated before Judge John C. Coughenour
 13 and styled *In re Valve Antitrust Litig.* ECF No. 29. On October 25, 2021, Judge Coughenour
 14 ordered the consumer plaintiffs, including Plaintiff Lally, to arbitrate their claims under Valve’s
 15 Steam Subscriber Agreement (“SSA”) and stayed their claims. ECF No. 66.

16 Plaintiff Lally is part of a larger group of approximately 70,000 individuals (the
 17 “Claimants”) who each retained Mason LLP to pursue their respective antitrust claims against
 18 Valve before AAA. *See* Declaration of Gary E. Mason at ¶ 2. In July 2023, Mason LLP, acting
 19 on behalf of the Claimants, sent correspondence to notify Valve of Lally’s and the other
 20 Claimants’ antitrust claims and the specific remedies being sought. *Id.* at ¶ 4. The letter further
 21 conveyed the Claimants’ intention to initiate individual arbitration proceedings in the event the
 22 parties were unable to resolve the claims through good-faith negotiation. *Id.*

23 Mason LLP began filing individual arbitrations against Valve with the American
 24 Arbitration Association (“AAA”) in December 2023. Declaration of Gary E. Mason at ¶ 5. Mason
 25 LLP filed 14,911 cases with AAA that month, including a claim for Lally, and subsequently paid
 26 filing fees of about \$1,518,325.00. *Id.* at ¶¶ 5–6. AAA also sent an invoice to Valve for
 27

1 \$1,866,100.00, representing the filing fees on the 14,911 cases. *Id.* at ¶ 7. Valve paid those fees.
2 *Id.*

3 In August 2024, Valve requested that the arbitrations be stayed pending mediation. *See*
4 Declaration of Gary E. Mason at ¶ 10. By agreement of the Parties, AAA put all the arbitration
5 cases on administrative hold. *Id.* Soon thereafter, on September 26, 2024, Valve removed the
6 arbitration provision from the SSA. *Id.* at ¶ 11. The mediation, which took place in February 2025,
7 ended in an impasse. *Id.* at ¶ 12.

8 On March 24, 2025, after it lifted the hold on the cases, AAA sent Valve an invoice for
9 \$20,875,400 for additional case management arbitration fees on the 14,911 arbitration claims. *See*
10 Declaration of Gary E. Mason at ¶ 13. These fees were due upon receipt. *Id.* Valve refused and
11 continues to refuse to pay the March 24, 2025, invoice. *Id.* ¶ 14. At the request of the consumer
12 plaintiffs, AAA has put all their claims in suspension pending the outcome of this motion. *Id.* ¶¶
13 16–17.

14 ARGUMENT

15 Unhappy about the prospects of paying AAA more than \$20 million in non-refundable
16 administrative fees, Valve has refused to proceed with thousands of pending AAA arbitrations in
17 direct violation of this Court’s order to compel arbitration.¹

18 Valve, however, is bound by the law of this case to participate in these arbitrations in good
19 faith. It cannot strategically refuse to pay the required arbitration fees, regardless of the amount
20 due. Where, as here, a party refuses to pay required arbitration fees, despite having the ability to
21 do so, it has refused to arbitrate within the meaning of Section 4 of the Federal Arbitration Act
22

23 ¹ This strategy, while creative, was not entirely dreamed up by Valve or its counsel. Many
24 companies when faced with payment of arbitration fees flowing from their forced arbitration
25 provisions have taking a similar tact. *See generally* Alexi Pfeffer-Gillet, *Unfair by Default:*
26 *Arbitration's Reverse Default Judgment Problem*, 171 U. PENN. L. REV. 459 (2023),
27 https://scholarship.law.upenn.edu/cgi/viewcontent.cgi?article=9804&context=penn_law_review
(last visited June 10, 2025); *See also* Neal Eiseman & Brian Farkas, *Stiffing the Arbitrators: The*
Problem of Nonpayment in Commercial Arbitration, 8 HARV. NEGOT. L. REV. 1 (2015),
[https://journals.law.harvard.edu/hnlr/2015/04/stiffing-the-arbitrators-the-problem-of-](https://journals.law.harvard.edu/hnlr/2015/04/stiffing-the-arbitrators-the-problem-of-nonpayment-in-commercial-arbitration/)
[nonpayment-in-commercial-arbitration/](https://journals.law.harvard.edu/hnlr/2015/04/stiffing-the-arbitrators-the-problem-of-nonpayment-in-commercial-arbitration/) (last visited June 10, 2025).

1 (“FAA”). In such circumstances, a court may order the recalcitrant party to arbitrate “in
 2 accordance with the terms of the [arbitration] agreement” by requiring the party to pay the
 3 required arbitration fees. 9 U.S.C. § 4. *Frazier v. X Corp*, 739 F. Supp. 3d 219, 223–24 (S.D.N.Y.
 4 2024); *see also Allemeier v. Zyppah, Inc.*, No. CV 18-7437 PA (AGRx), 2018 WL 6038340, at
 5 *4 (C.D. Cal. Sept. 21, 2018) (similar); *Tillman v. Tillman*, 825 F.3d 1069, 1075 (9th Cir. 2016)
 6 (“If [the appellant] had refused to pay for arbitration despite having the capacity to do so, the
 7 district court probably could still have sought to compel arbitration under the FAA’s provision
 8 allowing such an order in the event of a party’s ‘failure, neglect, or refusal’ to arbitrate”).

9 Without this Court’s immediate action, Lally’s claims are at a standstill. Prevented at first
 10 from proceeding against Valve in court, his case is now belatedly and unfairly derailed by Valve’s
 11 refusal to pay arbitration fees. The Court should promptly order Valve to pay the outstanding
 12 AAA invoice and proceed with arbitration.

13 **A. The SSA Requires Valve to Pay the Invoiced Fees.**

14 In June 2021, Valve moved to compel Lally’s claims to arbitration pursuant to the Federal
 15 Arbitration Act (“FAA”) and the terms of the SSA. As Valve made clear, the SSA “requires
 16 arbitration between all Steam users and Valve.” Def. Valve Corporation’s Mot. to Compel
 17 Arbitration, ECF No. 35 at 6. Further, Valve emphasized the “consumer friendly” elements of the
 18 arbitration provision, including its agreement that, for claims less than \$10,000 (like Lally’s here),
 19 Valve will “reimburse filing fees,” and “pay a user’s share of AAA’s arbitration costs.” *Id.* at 7.
 20 Thus, there can be no dispute that under the SSA, Valve is required to pay AAA’s fees, except
 21 for the initial payment by consumers of their filing fees, which Valve has agreed to reimburse.

22 Lally anticipates that Valve will argue that the SSA it relied on to compel arbitration has
 23 been “superseded” by the SSA announced in September of 2024, which removed the arbitration
 24 provision. Not so. Numerous courts, including arbitrators in related arbitration cases against
 25 Valve, have held that retroactive application of a unilateral change to an arbitration agreement, as
 26 applicable to parties with pending arbitrations, is unconscionable and unenforceable. *See Ruling,*
 27 *24 Individuals v. Valve Corp.* (Sperow, Nov. 13, 2024) (attached as Appendix); *see also Heckman*

1 *v. Live Nation Ent. Inc.*, 120 F.4th 670, 680 (9th Cir. 2024) (affirming that Live Nation’s
2 unilateral, retroactive modification of its arbitration agreement was procedurally unconscionable
3 to “an extreme degree”).

4 **B. Lally Has Been Prejudiced by Valve’s Delay Tactics.**

5 Lally, through counsel, filed his claim for arbitration with the AAA in December 2023.
6 *See* Declaration of Gary E. Mason at ¶ 5. Because his claim was part of a mass filing, it took AAA
7 several months to register his claim and invoice the parties their filing fees. *See Id.* ¶¶ 6-7. Lally
8 paid his filing fee as did all other claimants represented by Mason LLP who filed at the same time
9 as him. *Id.* ¶ 6. During the following months, Lally and his cohort of claimants, working with
10 counsel for Valve and AAA administrators, attempted to work through several threshold issues
11 and proceed to individual arbitration. *Id.* ¶ 8. Before these issues were resolved, however, counsel
12 for Valve proposed that the parties proceed to mediation. *Id.* ¶ 10. Counsel for Lally agreed and
13 the AAA, upon the joint request of the parties, put the arbitrations on administrative hold. Due to
14 the availability of the preferred mediator and then the fires in California, the mediation did not
15 take place until February 2025. *Id.* ¶ 12. During this hiatus, Valve revised its SSA to remove the
16 arbitration provision, allowing it to later argue that AAA purportedly no longer had jurisdiction
17 over Lally’s claims and his only option was to proceed as an absent class member of the then-
18 stayed class action.

19 Now, nearly four years after the Court compelled arbitration, and nearly 18 months after
20 Lally initiated his claim in arbitration, Lally remains no closer to his day in arbitration. Valve’s
21 conduct has succeeded in denying him access to any forum for redress for over three years and
22 caused his counsel to spend thousands of hours and hundreds of thousands of dollars on his behalf
23 and on behalf of thousands of other claimants preparing for arbitration.

24 **C. Valve Has Demonstrated a Pattern of “Bad Faith” Conduct.**

25 Valve’s efforts to thwart the compelled arbitrations goes well beyond its refusal to pay for
26 this set of arbitrations. Valve has also filed retaliatory lawsuits against various law firms
27 representing Steam subscribers seeking to arbitrate their antitrust claims against Valve (for

tortious interference and abuse of process); removed the arbitration provision from the SSA (and claiming that the AAA no longer has jurisdiction); removed the SSA from the AAA registry of arbitration agreements (to preclude AAA from accepting and administering any additional arbitrations); and, sued hundreds of its own subscribers (to enjoin them from pursuing their respective arbitrations against Valve because their counsel filed a class action claim against Valve on behalf of other Valve subscribers). Valve's conduct with respect to the compelled arbitration, together with its refusal to pay arbitration fees, amply demonstrates a pattern of bad faith conduct.

i. Valve retaliated against the law firms consumers retained to pursue arbitration.

Zaiger LLC ("Zaiger") represents tens of thousands of individual consumers pursuing antitrust arbitrations against Valve Corporation. Order Granting Mot. to Dismiss, *Valve Corp. v. Zaiger, LLC*, No. 2:23-CV-01819-JHC (W.D. Wash. Aug. 20, 2024), ECF No. 28. After Judge Coughenour granted Valve's motion to compel arbitration and stayed the consumer class action in October of 2021, Zaiger LLC was subsequently retained by "over 50,000 clients who wished to pursue antitrust claims [against Valve]." Def. Zaiger LLC's Mot. to Dismiss at 5, No. 2:23-CV-01819-JHC (W.D. Wash. Dec. 4, 2023), ECF No. 9.

On or about March 24, 2023, Zaiger initiated its clients' arbitration proceedings against Valve by sending Valve a pre-arbitration notice of dispute letter. *Id.* On September 1, 2023, after being unable to negotiate a resolution of its clients' claims during a 30-day pre-arbitration informal dispute resolution period, Zaiger filed separate arbitration claims against Valve for five of its clients with AAA. *Id.* at 6.

In response, on October 20, 2023, Valve filed a retaliatory lawsuit against Zaiger in Washington state alleging that Zaiger's recruitment and representation of thousands of Valve subscribers with respect to their arbitration claims against Valve purportedly constitutes tortious interference with Valve's customer relationships and an abuse of process. *See* Compl., *Valve v. Zaiger*, No. 2:23-CV-01819-JHC, ECF No. 1-3. According to Valve, Zaiger's litigation strategy constitutes extortion. *See id.* at 12, ¶ 71. Zaiger removed Valve's state court complaint to federal

1 court in this District where Judge Chun subsequently dismissed Valve's complaint for lack of
 2 personal jurisdiction on August 20, 2024. *See* Order Granting Mot. to Dismiss, No. 2:23-CV-
 3 01819-JHC, ECF No. 28.

4 Bucher Law PLLC ("Bucher") is another law firm that was retained by thousands upon
 5 thousands of Valve subscribers to represent them with their antitrust arbitration claims against
 6 Valve after this Court granted Valve's motion to compel arbitration and stayed the consumer class
 7 action Valve. *See* Defs.' Mot. to Dismiss at 7–8, *Valve Corp. v. Bucher Law, PLLC*, No. 23-2-
 8 20447-6 (Wash. Super. Ct. King Cnty. Feb. 6, 2024). Bucher Law represents at least 63,000 Valve
 9 subscribers seeking to pursue their individual arbitration claims against Valve (although it appears
 10 that 12,000 of these claimants may have switched their legal representation from Zaiger to Bucher
 11 after attorney Will Bucher left Zaiger to start Bucher Law PLLC). *See* Defs.' Mot. to Dismiss at
 12 8, No. 23-2-20447-6 (Wash. Super. Ct. King Cnty. Feb. 6, 2024).

13 On or about July 12, 2023, Bucher and its co-counsel initiated their clients' arbitration
 14 claims against Valve by sending Valve a pre-arbitration notice of dispute letter regarding *inter*
 15 *alia* Bucher's 63,0000 clients' intent to arbitrate the antitrust claims against Valve that Valve had
 16 compelled to arbitration. *Id.* On October 2, 2023, after being unable to negotiate a resolution of
 17 certain Valve subscribers' claims against Valve during the 30-day informal dispute resolution
 18 period, over 1,000 Bucher's clients filed their arbitration claims with AAA. *Id.* at 9.

19 On October 20, 2023, less than three weeks after Bucher filed its first wave of arbitrations
 20 with AAA, and on the same day Valve filed its retaliatory lawsuit against Zaiger, Valve filed a
 21 substantially similar retaliatory complaint against Bucher, likewise alleging that Bucher's
 22 recruitment and representation of thousands of Steam subscribers with respect to their antitrust
 23 arbitration claims against Valve constitutes tortious interference and an abuse of process. *See*
 24 *Compl. in Valve Corp. v. Bucher Law, PLLC*, No. 23-2-20447-6 (Wash. Super. Ct. King Cnty.).²

25 _____
 26 ² While this case is still pending against Bucher, Bucher has also filed an interlocutory appeal
 27 challenging the Superior Court's denial of Bucher's Motion to Dismiss, which is also still
 pending. *See Valve Corp. v. Bucher Law PLLC*, No. 86585-4, in the Washington Court of Appeals,
 Division I.

1 The obvious inference is that Valve brought these retaliatory lawsuits against Zaiger and Bucher
 2 to dissuade other counsel and subscribers from pursuing their arbitration claims against Valve.

3 *ii. Valve removed the arbitration provision from the SSA and removed its*
 4 *prior SSA from the AAA registry of arbitration agreements.*

5 To prevent Steam subscribers from pursuing their arbitration claims against Valve, Valve
 6 removed the mandatory arbitration provision from the SSA on September 26, 2024, and it has
 7 since taken the position that its removal purportedly divests the AAA of jurisdiction over any
 8 arbitrations against it, requiring AAA to dismiss all filed cases, and precluding AAA from
 9 accepting or administering any additional arbitration claims against Valve.

10 Valve also removed its SSA from the AAA's registry of arbitration agreements, thereby
 11 preventing additional arbitration claims from being filed with AAA under AAA rules, which
 12 require all companies that mandate the arbitration of any legal claims against it through AAA to
 13 maintain a copy of their arbitration agreements in AAA's registry of arbitration agreements.
 14 While hundreds of thousands of Steam subscribers represented by the law firms of Mason, Zaiger,
 15 and Bucher have initiated arbitration, only a fraction of them had the opportunity to file claims
 16 with the AAA before Valve blocked AAA from accepting more.

17 *iii. Valve sued hundreds of its own customers.*

18 Evidently frustrated that some of its customers insisted on continuing with their arbitration
 19 claims after Valve changed the terms of the SSA, Valve filed a petition to enjoin hundreds of
 20 Bucher's clients from continuing with their arbitrations. *Valve Corp. v. Abbruzzese*, No. 240-cv-
 21 01717-JNW (W.D. Wash. Oct. 18, 2024). *Abbruzzese* is an attempt by Valve to force hundreds
 22 of persons back to court even though they have for many months, if not now years, pursued their
 23 claims in arbitration against Valve as it forced them to do. Valve contends that by removing its
 24 arbitration provision, there is no agreement to arbitrate, but this is actually a sophism designed to
 25 obscure the fact that this Court has already enforced the prior SSA's arbitration agreement at
 26 Valve's request and thousands of Steam users pursued that route to their detriment.

27 * * *

Valve’s refusal to pay AAA’s latest invoice is not an isolated act but part of a broader effort to evade liability at the expense of its subscribers’ rights and substantial litigant and judicial resources. Valve’s litigation tactics demonstrate a “pattern of bad faith conduct” and are aggravating factors justifying sanctions.

D. The Court Should Compel Valve to Pay the Invoiced Fees.

In the wake of this Court’s order compelling arbitration, Mason LLP, on behalf of its Valve consumer clients, notified Valve of nearly 70,000 claims in arbitrations, and filed and paid the AAA filing fees for nearly 20,000 of those claims, including the claim filed by Lally. By May 2024, Valve was on notice that AAA would invoice it for fees of \$1,400 for each of 14,911 cases (for a total of \$20,876,400). *See* Declaration of Gary E. Mason at ¶ 9 and Email from Meirav Werbel, AAA, to Gary E. Mason & Charles B. Casper (May 14, 2024), attached to Declaration of Gary E. Mason as Ex. A1. The submission of the invoice was delayed six months because the parties agreed to stay the AAA arbitrations pending the mediation. *See* Declaration of Gary E. Mason at ¶¶ 10, 12-13. But soon after the mediation ended in impasse, Valve notified AAA and the claimants that it refuses to pay any further administrative fees. *See Id.* ¶¶ 12–14.

In the Ninth Circuit, the “failure to pay required costs of arbitration [is] a material breach of [a party’s] obligations in connection with the arbitration.” *Sink v. Aden Enters., Inc.*, 352 F.3d 1197, 1201 (9th Cir. 2003). As a remedy, courts sitting in the Ninth Circuit may compel a party that willfully refuses to pay arbitration fees to arbitrate and, indeed, can even enter a default against such a party. The Ninth Circuit has expressly held that a court can compel to arbitration a party that refuses to pay for arbitration despite having the capacity to do so. *Tillman v. Tillman*, 825 F.3d 1069, 1075–76 (9th Cir. 2016).

In *Abernathy v. DoorDash, Inc.*, 438 F. Supp. 3d 1062, 1068 (N.D. Cal. 2020), the court faced this very situation. In that case, DoorDash, which required delivery drivers to sign arbitration agreements, refused to pay nearly \$12 million in administrative fees billed by AAA after thousands of drivers filed individual arbitrations against it, thereby preventing those arbitration from proceeding. In granting the drivers’ motion to compel arbitration, Judge Alsup

1 observed that DoorDash, like Valve here, “faced with having to actually honor its side of the
 2 bargain, now blanches at the cost of the filing fees it agreed to pay in the arbitration clause.” 438
 3 F. Supp. at 1067–68. The court continued:

4 No doubt, DoorDash never expected that so many would actually seek arbitration.
 5 Instead, in irony upon irony, DoorDash now wishes to resort to a class-wide
 6 lawsuit, the very device it denied to the workers, to avoid its duty to arbitrate. This
 hypocrisy will not be blessed, at least by this order.

7 *Id.*; see also *Tillman* at 1075 (“If [the respondent] had refused to pay for arbitration despite having
 8 the capacity to do so, the district court probably could still have sought to compel arbitration
 9 under the FAA's provision allowing such an order in the event of a party's ‘failure, neglect, or
 10 refusal’ to arbitrate.”); *Allemeier*, 2018 WL 6038340, at *4 (defendant that breached the
 11 arbitration agreement by failing to pay fees as determined by the AAA ordered to “pay any fees
 12 that the AAA allocate[d] to it and to comply with any other requirements that the AAA imposes”);
 13 *Frazier*, 739 F. Supp. 3d at 223–24 (after party refused to pay arbitration fees, court ordered
 14 payment of required fees).

15 Moreover, courts may sanction a recalcitrant party by ordering the payment of arbitration
 16 fees under Federal Rule 11 (providing for sanctions for improper conduct including, but not
 17 limited to: (1) the filing of a frivolous suit or document; (2) the filing of a document or lawsuit
 18 for an improper purpose; and (3) actions that needlessly increase the cost or length of litigation)
 19 or, as in this case, where the party has clearly failed to obey a court order, 18 U.S.C. § 401 (a
 20 federal court has the power to punish disobedience to its orders); see also *Lopez v. Thermo Tech*
 21 *Mech. Inc.*, No. 20-CV-9113-LTS-BCM, 2023 WL 5571312, at *3 (S.D.N.Y. Aug. 29, 2023) (a
 22 party's non-payment of arbitration fees is sanctionable if motivated by bad faith); *Serv. Emps. Int'l*
 23 *Union Loc. 32BJ v. Preeminent Protective Servs., Inc.*, 415 F. Supp. 3d 29, 31–33 (D.D.C. 2019)
 24 (civil contempt sanctions appropriate where a party has “violated the Court's clear and
 25 unambiguous orders compelling arbitrations” through “a deliberate strategy to delay . . .”, *aff'd*,
 26 997 F.3d 1217 (D.C. Cir. 2021)).
 27

Valve's refusal to pay the arbitration fees invoiced by AAA was intentional and constitutes a bad faith refusal to arbitrate and disobedience of this Court's order compelling arbitration. While Lally has attempted to arbitrate his claims in good faith, Valve has not, as exhibited by its refusal to pay arbitration fees when it has the ability to do so. This is in direct defiance of the Court's order compelling arbitration, and a part of Valve's overall strategy to avoid all the individual arbitrations to which it agreed through delay and non-payment.

Valve made its bed when it moved this court to compel arbitration and now refuses to lie in it in violation of the FAA, the parties' arbitration agreement, the AAA rules and fee schedules as well as the letter and spirit of this Court's order granting Valve's motion to compel. Moreover, allowing Valve to avoid arbitration through non-payment would undermine the integrity of the FAA and incentivize similar conduct by other corporate defendants.

This Court has the authority to order Valve to proceed in arbitration and to pay the invoiced fees and it should do so to enforce its order, to prevent further prejudice to Plaintiff Lally, and to uphold the integrity of the Federal Arbitration Act and the arbitration system writ large.

CONCLUSION

For the foregoing reasons, Plaintiff Lally respectfully asks this Court to grant his Motion for Sanctions and provide as follows:

- A deadline for Valve to pay fees with a requirement to certify compliance;
- An order that if Valve fails to pay by the deadline, default or adverse inference sanctions will be entered as liability in any subsequent proceedings; and
- An award of attorneys' fees and costs incurred by bringing this Motion for Sanctions.

A Proposed Order has been filed with this Motion.

1 I hereby certify that this motion contains 3,742 words, in compliance with the Local Civil
2 Rules.

3
4 Dated: June 11, 2025

5 **FRANK FREED SUBIT & THOMAS LLP**

6 By: /s/ Michael C. Subit
7 Michael C. Subit, WSBA No. 29189
8 705 Second Avenue, Suite 1200
9 Seattle, Washington 98104-1729
10 Tel.: (206) 682-6711
11 Fax: 206-682-0401
12 Email: msubit@frankfreed.com

13 **MASON LLP**

14 Gary E. Mason (*pro hac vice*)
15 Danielle L. Perry (*pro hac vice*)
16 Theodore B. Bell (*pro hac vice*)
17 Jacob D. Eisenberg (*pro hac vice*)
18 5335 Wisconsin Avenue NW, Suite 640
19 Washington, DC 20015
20 Tel.: (202) 429-2290
21 Email: gmason@masonllp.com
22 Email: dperry@masonllp.com
23 Email: tbell@masonllp.com
24 Email: jeisenberg@masonllp.com

25 *Attorneys for Plaintiff Ryan Lally*
26
27